

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Mark Ax, Debtor.	Bankruptcy No. 12 -11596-jkf Chapter 13 Doc. No. 9-1
---------------------------------------	--

**MOTION TO RESTRICT ACCESS AND AUTHORIZE FILING OF REPLACEMENT
NOTICE OF MORTGAGE PAYMENT CHANGE**

Pursuant to sections 105(a) and 107(c) of title 11 of the United States code (the "Bankruptcy Code"), rule 9037 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC ("Movant"), by and through its undersigned counsel, hereby moves this Court, for entry of an order (the "Order"), substantially in the form attached hereto as Exhibit A (i) directing the Clerk of the Court to restrict remote electronic access to the Filings (as defined below) to protect certain personally identifiable information ("PII") contained therein, and (ii) authorizing Movant to make a Replacement Filing (as defined below). In support of this motion (the "Motion"), Movant respectfully states as follows:

1. A NOTICE OF MORTGAGE PAYMENT CHANGE was filed in the above-captioned case on August 28, 2015, under claim 9-1, which contains one or more of the identifiers enumerated in Fed. R. Bankr. P. 9037.

2. Movant also requests authority to file the Replacement filing, in the form attached hereto. The Replacement filing is substantively identical to the Filing in all respects, except for the removal of any imperfectly redacted PII. As set forth above, Movant has taken steps to ensure the Replacement filing complies with Bankruptcy Rule 9037(a).

3. Movant further requests that the Replacement filing be deemed to have been filed, for all purposes, on the date the respective Filing was originally filed to ensure that Movant is not prejudiced in any manner.

WHEREFORE, Movant respectfully requests that the Court enter an Order (i) directing the clerk of the Court to permanently restrict remote electronic access to the Filing, (ii) authorizing the filing of the Replacement filing, and (iii) granting such other and further relief as the Court deems appropriate.

Respectfully Submitted,

Robertson, Anschutz & Schneid, PL
6409 Congress Avenue, #100
Boca Raton, FL 33487
Tel: (561) 241-6901
Fax: (561) 241 -1969

By: /s/ Kevin Buttery
Kevin Buttery, Esquire
PA I.D. 319438
kbuttery@rascrane.com

Dated: February 2, 2018

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Mark Ax, Debtor.	Bankruptcy No. 12 -11596-jkf Chapter 13 Doc. No. 9-1
---------------------------------------	--

CERTIFICATE OF SERVICE
OF MOTION TO REDACT AND RESTRICT PUBLIC ACCESS
AND AUTHORIZE FILING OF REPLACEMENT NOTICE OF MORTGAGE
PAYMENT CHANGE

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that on February 2, 2018, I served copies of the above-captioned Motion upon the parties in interest in this proceeding, by first class U.S. Mail, postage prepaid or electronic mail, at the following addresses:

MICHAEL A. CATALDO2
1500 WALNUT STREET
SUITE 900
PHILADELPHIA, PA 19102

MARK AX
1035 3RD AVENUE
ASBURY PARK, PA 07712

WILLIAM C. MILLER
1234 MARKET STREET
SUITE 1813
PHILADELPHIA, PA 19107

WILLIAM C. MILLER, ESQ.
P.O. BOX 1229
PHILADELPHIA, PA 19105

17-062636 - SaW

UNITED STATES TRUSTEE
833 CHESTNUT STREET
SUITE 500
PHILADELPHIA, PA 19107

Respectfully Submitted,

Robertson, Anschutz & Schneid, PL
6409 Congress Avenue, #100
Boca Raton, FL 33487
Tel: (561) 241-6901
Fax: (561) 241 -1969

By: /s/ Kevin Buttery
Kevin Buttery, Esquire
PA I.D. 319438
kbuttery@rascrane.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Mark Ax, Debtor.	Bankruptcy No. 12 -11596-jkf Chapter 13 Doc. No. 9-1
---------------------------------------	--

ORDER OF COURT

AND NOW, upon consideration of the Motion to Redact and Restrict Public Access and Authorize Filing of Replacement Notice of Mortgage Payment Change, filed by DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC;

AND, the Court concluding that the subject Notice of Mortgage Payment Change, (including all attachments) fails to comply with Fed. R. Bankr. P. 9037;

It is therefore **ORDERED** that:

1. This Motion is **GRANTED**.
2. The Clerk **SHALL PROHIBIT PUBLIC ACCESS** to NOTICE OF MORTGAGE PAYMENT CHANGE filed on August 28, 2015, under claim 9-1 on the Claims Register, forthwith.

DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC shall file redacted copies of the document(s) identified in Paragraph 2 above **on or before** _____.

Dated: _____

BY THE COURT:

HONORABLE Jean K. FitzSimon
UNITED STATES BANKRUPTCY JUDGE

B 10 (Supplement 1) (10/11)

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF PENNSYLVANIA PHILADELPHIA

In re: MARK AX

Case No. 12-11596
Chapter 13

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322 (b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due.

Name of Creditor: Green Tree Servicing LLC

Court Claim no. (if known): 2

Last four digits of any number
You use to identify the debtor's 3114
account:

Date of payment change:
Must be at least 21 days after date of 10/01/2015
this notice

New total payment: \$1,015.37
Principle, interest and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

☒

No

☐

Yes. Attach a copy of the escrow account statement, prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$

New escrow payment: \$

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☒

No

☐

Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$

New principal and interest payment: \$

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

☐

No

☒

Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: variable rate change

Current mortgage payment: \$995.80

New mortgage payment: \$1,015.37

12-11596 ****3114

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

☐

I am the creditor.

☒

I am the creditor's authorized agent.

(Attach a copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

Date: 08/25/2015

X /s/ NATALIE PERSALL

Signature

Title: Bankruptcy Representative

Print: NATALIE PERSALL

First Name Middle Name Last Name

Company: Green Tree Servicing LLC

Address: P.O. Box 6154
Rapid City, SD 57709-6154

Contact phone 888-298-7785

Email: poc.team@gtsservicing.com

12-11596 ****3114

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)**

IN RE: MARK AX

NO. 12-11596

CERTIFICATE OF SERVICE

I, Natalie Piersall, do hereby certify that I have served a true and correct copy of the **Notice of Mortgage Payment Change** filed by Green Tree Servicing LLC on 8/25/15 via ECF notification service : Mark Ax 1035 3rd Avenue Asbury Park, NJ 07712; MICHAEL A. CATALDO2 ecf@ccpclaw.com; WILLIAM C. MILLER Chapter 13 Trustee 1234 Market Street Suite 1813 Philadelphia, PA 19107

DATED: This the 25th day of August, 2015.

/s/ Natalie Piersall
Natalie Piersall

Natalie Piersall
Bankruptcy Specialist
Green Tree Servicing, LLC
P.O. Box 6154
Rapid City, SD 57703

Green Tree Servicing LLC
PO Box 6172
Rapid City, SD 57709-6172
Phone: 1-800-643-0202
Fax: 866-870-9919
www.greentreeservicing.com

relationships that work
green tree

+ 0569238 000006722 096052 0926795 BRPC1

MICHAEL A CIBIK
1500 WALNUT ST
STE 900
PHILADELPHIA, PA 19102-3518

7/18/2015



Re: Green Tree Servicing LLC ("Green Tree")
Borrower Name: MARK AX
Account Number: [REDACTED]
Property Address: 1035 3RD AVE
ASBURY PARK, NJ 07712

THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOUR CLIENT IS CURRENTLY IN BANKRUPTCY OR THIS DEBT WAS DISCHARGED IN A BANKRUPTCY, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS THEIR PERSONAL LIABILITY.

Dear MICHAEL A CIBIK:

Changes to the Mortgage Interest Rate and Payments on 10/01/2015

Under the terms of your client's Adjustable-Rate Mortgage (ARM), they had a 12 month period during which their interest rate stayed the same. That period ends on 9/01/2015, so on that date your client's interest rate and payment change. After that, your client's interest rate may change each 12 month period for the rest of their account term. Also, account modification payments or rate changes recently processed may not be reflected in this notice.

	Current Interest Rate and Monthly Payment	New Interest Rate and Monthly Payment
Interest Rate	2.75000 %	3.00000 %
Total Monthly Payment	\$995.80	\$1,015.37 10/01/2015

Interest Rate: We calculated your client's interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your client's security agreement, their index rate is .77320 % and their margin is 2.250 %. The one year London interbank offered rate, or "LIBOR" daily rate is published daily, Monday through Friday except WSJ non-publishing holidays in the Wall Street Journal website as part of the Money Rates.

Interest Rate Limits: Your client's interest rate cannot go higher than 10.37500 % over the life of the account. Your client's interest rate can change each 12 month period by no more than 2.000 %.

New Interest Rate and Monthly Payment: The table above shows your client's new interest rate and new monthly payment. These amounts are based on the one year London interbank offered rate, or "LIBOR" daily rate as of now, your client's margin, their account balance of \$157,498.83¹, and their remaining account term of 240 months.

Prepayment Penalty: Your client's account does not have a prepayment penalty.

Sincerely,

Green Tree Servicing LLC ("Green Tree")
1-800-643-0202
M-F 7:00 a.m. - 8:00 p.m. (CST), Saturday 7:00 a.m. - 1:00 p.m. (CST)

Case 12-11596-jkf	Doc 71	Filed 02/02/18	Entered 02/02/18 11:15:20	Desc Main
		Document	Page 11 of 11	

Case 12-11596-jkf	Doc	Filed 08/28/15	Entered 08/28/15 13:30:32	Desc Main
		Document	Page 5 of 5	